

Turtle Cove Condominium Association Rules and Regulations

Exhibit C

Introduction

The following is an excerpt from the Declaration of Condominium of Turtle Cove RV Condominium detailing the rights of its members to create rules and regulations for their self-governance. This document is considered Exhibit C and is incorporated into the Declaration.

10.2 REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a plurality vote of the voting interests at a meeting at which a quorum is present. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended regulation may be enforced prior to approval by the voting interest. Changes in Exhibit "C" should not be construed as amendments to the Turtle Cove Declaration of Condominium and need not be recorded in the public records.

1. Living Accommodations

All condominium lots are restricted to one (1) living unit per lot. Tents, foldout campers, truck campers and boats with living accommodations are prohibited as "permanent" living accommodations. By association definition, any living unit which remains in the park for more than 6 months and 1 day, shall be considered "permanent" and must be tied down/anchored and skirted. The exception to this rule is any RV/Trailer that is able to be driven/pulled or not considered a "park model" will be exempt from skirting requirements only. All units must be tied down/anchored without exception. If you do not want to skirt your RV/Trailer, it must be sitting on jacks and tires. When you leave for the season, nothing can be stored under the unit. In an attempt to keep Turtle Cove uniform in appearance, all living units shall be skirted in addition to tied down/anchored. Any non-permanent RV/Trailer left unattended in the park for more than 30 days will be required to be tied down, moved to the trailer lot or removed from the park. See #2 under the overall look of the park.

2. Unit placement, Addition to or Improvements to the Condo Living Accommodations

- a. All local, state and federal laws apply.
- b. Glades County requires a survey and permit before most new construction. Contact the Glades County Community Development Department if you have questions.
- c. SETBACKS - The depth of a setback is dictated by the zoning district designation on your property. A setback is always measured from your property line, not the center of a road or the edge of pavement. This is one of the reasons why a survey is required when you submit a building permit, to make sure that structures are placed correctly on your property. The area created by setbacks is called the Yard

or Required Yard. Setback for an RV Recreational Vehicle Park is 5 feet in front, rear and sides.

- d. While Glades County, state and federal agencies govern building codes, the Turtle Cove Board governs the overall look of the park.

3. Outside Storage on Condo Unit and Sheds

- a. Outside Storage

These items are prohibited: Household appliances, clothes lines or any dangerous, unsightly or offensive items.

- b. Sheds

All sheds must match the existing sheds in size, color and must conform to a uniform appearance.

- c. Lot Specific Shed Rules

Lots 1-2: Unit owners already have garages on Glades Newland property, therefore no additional sheds are allowed on Turtle Cove Common Elements.

Lots 3-7: One 12' x 16' (max) shed or one 12' x 19' (max) carport (subject to available space) is allowed on association property adjacent to the clubhouse, directly across from the units. Unit owners who chose not to install larger sheds can place up to two 6' x 8' sheds instead.

Lots 8-70: If a unit owner doesn't own a property in Glades Newland or Final Inc, they may place one (1) 6' x 8' storage shed on the Association property directly across from the unit. The shed must be placed on either the right or left property line and done in coordination with the owner of the Glades Newland or Final Inc lot, the owner of which has final say on location.

- d. Compliance

Any owner in violation of 3c above will be required to remove their extra, out of compliance shed, at their expense, before closing the sale of their unit. The Turtle Cove Board will not approve new owners until the unit is brought back into compliance.

No new storage sheds are allowed on Turtle Cove common property. Existing sheds deemed in compliance may be repaired or, if needed, replaced with a like type (See 3b above) after receiving written approval from the Board of Directors.

4. Utility Connections

- a. All connections to sewers shall be by sewer collar or sealed inlets as required by governmental health laws regardless of the type of unit. The Board recommends that an RV renting more than one month should be hard-piped in PVC.

- b. It is the Association's responsibility to maintain electrical connections up to the electric meter, when the meter is located on the power stanchions. Unit owners

are responsible for maintaining all electrical wires from that point to their unit. Additionally, the Association is responsible for maintaining the water and sewer lines up to the connections made at the unit owner's property line. Maintenance of any line extending from the unit owner's property line to the unit is the responsibility of the unit owner.

- c. Water and power supply lines MUST be placed on separate poles. This includes any new or replacements to existing utilities. Existing connections will be grandfathered unless replaced.

5. General Regulations

- a. Vehicles may not exceed seven miles per hour within the condo park. This includes ATV's, golf carts, motorcycles and bicycles.
- b. Quiet hours are from 10 PM to 8 AM daily (Designated Club House activities may extend past 10 PM from time to time).
- c. Storage/Trailer lot is the area between the Club House and the Church. This area is also designated as additional parking for various events in the park.
 - i. One trailer per unit is allowed in the designated 10' space provided until the lot is full. If space is available, 2 may be allowed with a majority vote of the board. If possible, trailers can be doubled up with approval of the owners to save space.
 - ii. All trailers will be identified by three-inch numbers and or name within four feet of the tongue.
 - iii. No occupied RVs, campers or motorhomes may be parked in the trailer lot. Additionally, no trailer longer than 35' in length will be allowed to park in the trailer lot.
 - iv. All trailers must be road-worthy and legal to drive on the street and conform to the state requirements including registered and plating. All trailers stored in the lot must carry current insurance as part of conforming to state requirements.
 - v. All trailers must be active and used at least once a year. No permanent storage of any trailer without activity shall occur in the parking lot. This can be monitored by any unit owners in the park.
 - vi. Unit owners with trailers that do not comply with the rules listed herein may be fined through the Turtle Cove Violations Committee up to a maximum of \$1000 as allowed by law. After being notified, violators of the trailer lot rules will have 3 calendar days to correct the violation. If not corrected within this time limit, the board reserves the right to have the trailer towed from the property at the owner's expense.
- d. Canal Speed---the canal is a "No Wake" zone.
- e. No outside toilets are allowed anywhere in the park.
- f. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any unit and no odors shall be permitted to arise therefrom.
- g. Harassment. Conduct which threatens, harasses or intimidates others is strictly prohibited! The Community seeks to provide a congenial living environment that

is free of improper harassment of Residents or that minimizes disturbances for the peace and quiet, and that prohibits the willful or careless destruction of or inquiry to property in the Community. The Community encourages any Resident who feels as though they have been the subject of improper harassment to promptly report such incidents to the Glades County Sheriff's office so that they can be investigated.

- h. Fire Pits must be above ground. Uncovered fire pits must also be attended until all ash is cold.
- i. Fireworks, including sparklers of any kind are prohibited at all times unless approved by the board.
- j. Criminal Activities. Residents shall not engage in, facilitate, or allow any criminal activity in the Community.
- k. The park is not responsible for any cords, hoses, etc., that are left on the ground. If you are going to leave a water hose hooked up, it must be neatly hung up off the ground out of the way of lawn mowers and weed eaters.
- l. Units left at the park as seasonal residences are at their own risk. TCCA will not accept any liability. Any damage or theft of resident's unit must be repaired at resident's expense within 30 days or written approval for extension from the Board.
- m. Sewer/Septic System. No clothing, diapers, feminine products or other improper articles shall be placed into the sewer system. The cost of repairing clogs or damage from the unit owner's property to the main sewer line caused by such improper conduct shall be the responsibility of the resident.
- n. The Association will impose an application fee of \$50 to be used for the purpose of doing a standard background check on new applicants for purchase and seasonal rentals. This background check will be conducted via one of the approved industry providers such as Equifax. Existing unit owners and those who have rented during prior seasons are exempt from reapplying.

6. Insurance

Residents should at their expense, obtain and keep in force a policy of comprehensive liability insurance. Turtle Cove Condominium Association shall not be liable for any loss, injury, death, or damage to persons or property which may be suffered by RV/Park Model Resident or by any person whoever may be using, occupying or visiting the lot, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the resident or of any occupant, subtenant, contractor, subcontractor, visitor, or user of any portion of the lot, or shall result from or be caused by any other matter whether of the same kind as or of a different kind than the matters above set forth.

7. Maintenance in Good Condition

- a. Resident's RV/Park Model, lot, and all improvements must be maintained in good condition. This includes providing the necessary off-season maintenance to

remove weeds and grass from between pavers, sidewalks, driveways or in flower beds and/or decorative pots or planters.

- b. Residents must trim and maintain, or remove, if necessary, any trees located on their lot. Costs to maintain private trees are covered by the unit owner. Trees planted on common elements are maintained by the Association and may not be trimmed, removed or altered in any way without written permission of the Board of Directors.
- c. Pots, rugs and all loose items subject to wind damage must be removed before Residents leave for the season and during storms.
- d. Flowers and shrubs, if planted, must be placed adjacent to the resident's unit. Brick or wood edging materials around plants is encouraged. Residents are responsible for plants on their lot. Plantings must be kept trimmed and neat year-round.
- e. Digging is not recommended unless a prior knowledge of the underground utilities exists. Residents are encouraged to call JULIE at 811 prior to digging. Resident is financially responsible for power, water, sewer or cable lines hit or damaged by resident or their agent while digging.
- f. It is recommended that residents hire someone to tend their flowers and shrubs while they are absent from the park.
- g. It is the resident's responsibility to remove and dispose of dirt, shrubs, trees and trimmings removed from their lot and placed in the vegetation bin in the boat/trailer lot.
- h. It is expected, although not governed by Turtle Cove Condominium Association, that all Glades Newland and Final Inc. properties be maintained in a way that doesn't detract from the overall look of the park.

8. Acceptable Standards for Park Models and RV/Trailers

- a. All units must be maintained in accordance with Glades County ordinances.
- b. Any units coming into the Park must meet The Board's approval. The Board has the right to refuse admission of any unit it deems inappropriate.
- c. The Board requires residents to keep their lots neat and clean. Miscellaneous items such as coolers, beach toys, ladders, buckets, refrigerators, appliances, household furniture, unused odds and ends etc., must be placed inside the unit or storage shed, if any. Units that are not skirted may not store items under the unit or piled on the side or back of the unit and visible from the road.
- d. So that Community standards are maintained, residents must ensure that their unit is kept clean of dirt, grime, mildew, etc.

9. Improvements/legal Requirements

The Board's approval is not a representation that the improvement complies with the applicable legal requirements, and therefore, residents must ensure that their RV/Park Model, space and improvements comply with all applicable legal requirements as to zoning, permits, construction, materials, installation, maintenance, and the like, and are set up per the manufacturer's specification.

10. Pets

- a. Two pets per condo unit are allowed unless otherwise approved by the board.
- b. When in the common area of the park, off the owner's property, pets must be leashed and under the control of the owner at all times.
- c. All feces must be picked up immediately and disposed of properly.
- d. Pets are prohibited from the clubhouse area facilities. This does not apply to legitimate assistance animals.
- e. Owners must have pet's proof of current rabies and other required inoculations.
- f. The park is not responsible for stray animals and will not trap or remove them. Please do not feed any stray or wild animals.

11. Occupancy

No more than (3) adults shall continuously occupy the unit. Also see Rule #14.

12. Signs, Flags and Banners

Personal "For Sale" or "For Rent" signs are limited to 288 square inches (12" x 24") and shall contain personal data of the Unit Owner such as name, address, and contact telephone number. Any such sign must be of professional quality, maintained in excellent condition, not creating blight or nuisance. Residents shall not place or maintain on their lot any other signs, banners, advertisement, etc., except such signs as may be required by legal proceedings or court order. The Board reserves the right to remove or require removal of non-complying signs. All other signs must be approved by the Association Board of Directors. Per Florida Statute 718.113.4, any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

13. Use of Clubhouse

The Clubhouse is for the sole use of owners, renters and their guests. You are welcome to take part in all social activities. All activities are posted in the Clubhouse. The clubhouse may be reserved for a private event. There is a monthly calendar in the clubhouse on which you may write in the appropriate day, the person requesting the space and the time period involved. Private events shall be scheduled three days in advance of the event. To avoid conflicts in scheduling, daily/weekly, Board Meetings, Activity Committee events and privately scheduled events shall be resolved among the various groups. There are two separate rooms in the clubhouse; therefore, it is possible to hold simultaneous events with mutual agreement.

Cleaning: After any event, it is the unit owner's responsibility, who originally scheduled the event, to make sure that the clubhouse, kitchen, bathrooms and all inside and outside

premises are left in good or better condition than originally found. Any chairs and/or tables that were set up for the event should be returned to their original location or to storage.

14. Children and Adult Non-Residents

Children and adult non-residents are allowed to visit up to 45 days per year with unit owners. Visitors under the age of 18 must be under the supervision of an adult when in the Common Element areas and the Condo Canal.

The Board recognizes the need for some family/caregivers to stay in the park for longer periods of time. For example, a family member may need to act as a caregiver for an aging parent. If a non-resident adult will be staying in the park for longer than 45 days, the unit owner must report this information to the Board and the adult non-resident must submit to and pass a background check. The Board will review these requests on a case-by-case basis.

15. Commercial Activity

- a. No commercial activity of any kind shall be conducted on or from any condo unit in the Condominium which would result in the general public entering Turtle Cove to conduct said business.
- b. Advertising of a business using the address of the park is prohibited.
- c. To ensure that any businesses being conducted comply with Florida law, any business being run out of Turtle Cove must be registered with the state of Florida as a business and hold all the proper documentation proving that required licenses, certifications and registrations with the state of Florida have been obtained. A copy of these documents shall be supplied to the association for their files to prove compliance if requested.

16. Leasing/Renting of Units

Those renting/leasing their units are fully responsible to abide by the association rules just like the owner of the property. An Occupancy Agreement must be filled out by the Unit Owner and signed/dated by both the Unit Owner and the Occupant.

- a. No person or business of any kind shall be permitted to own more than two units/lots in Turtle Cove.
- b. A unit owner that owns one unit/lot will be allowed to rent/lease their unit/lot.
- c. Persons or businesses that own two units/lots may only rent/lease one unit.

If the owner rents more than one unit, they may be fined by the Board and the Violations Committee up to \$1000 as allowed by law. Additionally, unit owners who violate this rule may be subject to suspension of their voting rights and use of Turtle Cove common elements including the clubhouse and boat ramp.

When completed, the original Occupancy Agreement stays with the Unit Owner and a copy goes to the Lessor/Renter and the Board of Directors. Copies of the Occupancy Agreement form are available from the Association Board. A Proof of Age form must also be completed

and handed in to the Association Board for their files. One occupant must be 55+ years of age. A Proof of Age form is also available from the Association Board. A copy of the current Rules and Regulations shall be provided to the Lessor/Renter at the unit owner's expense.

For renters, occupancy paperwork must be completed each new time the renter enters the park. Repeat renters with a background check on file need not have another. All paperwork must be received and fees paid 7 days before the renter's arrival in order to allow the secretary to do the necessary paperwork to approve the renters. The Board reserves the right to refuse entry of any renter who has not met this requirement.

17. Vehicles/Golf Cart/Parking

- a. NO ON STREET PARKING unless loading or unloading.
- b. Only golf cart and bicycle parking are allowed on the pavers outside the clubhouse. All other vehicles may park in the designated handicap spots if registered and in the boat lot where space is available.
- c. Vehicles may only be driven in and across designated areas.
- d. Only licensed and drivable (running) vehicles are allowed in the Community.
- e. No Vehicle Repairs - Repairing or performing vehicle maintenance on Association common property is strictly prohibited, including, but not limited to oil and fluid changes.
- f. Vehicles Leaking Fluids. Vehicles leaking oil or fluids are prohibited in the Community and must be repaired off premises.
- g. Only drivers with a valid license are allowed to drive vehicles, motorcycles, mopeds or other motorized vehicles in the Park. Golf carts are exempt from this rule.

18. Docks

All docks are to be placed parallel to the seawall. The use of whips or posts are allowed, but no davits or boat lifts of any kind are permitted. Boat lifts are allowed on the rim canal lots but require Corps of Engineer permitting. All docks shall be no wider than 5' and shall not encroach on neighboring property.

19. Dumpster Etiquette

- a. LIDS: Dumpster lids must be able to close completely. Waste cannot hang over the side or stick up in such a way as to prevent the lids from closing properly. When this happens, the park is charged a fee by the waste removal company.
- b. LARGE BULKY ITEMS: All large/bulky items must be broken down before being placed in the dumpster. Also, some gently used household items or recyclable materials may be left along Linda Road next to the trailer lot fence for others in the community who may need them. Any items left for more than 5 days must be broken down and placed in the dumpster by the unit owner.
- c. CONSTRUCTION MATERIALS: Construction materials or large quantities of debris from unit owner projects only, should be trickled in over time to not overload the

- dumpsters. However, the night before pickup, larger quantities may be placed in the dumpsters as long as the lids are able to be closed completely.
- d. OFF-SITE REFUSE: No refuse of any kind generated off of TCCA property will be allowed to be placed in the dumpsters. Additionally, refuse created internally, as part of a project done by a contractor, must be removed from the park by the contractor and not placed in the dumpsters.
 - e. VIOLATIONS: Anyone found violating dumpster rules may be fined by the board using the Violations Committee.

20. Violations Committee/Rule Violations Consequences

- a. Everyone must know the rules: It is every unit owner's responsibility to know and obey the Turtle Cove rules and regulations. For owners, a copy of the current rules should be in your owner's binder. For renters, the unit owners must ensure that their renters have a copy of the park rules and abide by them as well. Not knowing the rules is not an excuse.
- b. Rule violations: The Board assumes that everyone in the park intends to abide by all the rules. Simple infractions are dealt with between the Board and the unit owner, as neighbors and friends. However, serious infractions or repeated violations of the rules may involve fines, suspension of park privileges or in the case of renters or guests, removal from the park.
- c. Fines: Florida state law allows the board to fine unit owners, renters or guests for rule infractions. Depending on the circumstances, fines can be as high as \$100 per violation. In the case of an ongoing violation, they can go as high as \$1000 in total fines. Fines are recommended by the Board and voted on by the Violations Committee.
- d. Violations Committee: As outlined by Florida law, the board will assemble a violations committee of no fewer than three unit owners, who are in good standing, to sit for one year as a member of the Violations Committee. The committee will be called upon when necessary to determine the appropriateness of the fines suggested by the board.
- e. Payment of Condo Dues, Special Assessments, Fines and Interest: Timely payment of condo dues, special assessments, fines and related interest is an important responsibility of every unit owner. Late payments create extra work for the Board and can put the association in jeopardy of not being able to meet the community's financial obligations. Non-payment can result in liens against unit owner property and make it difficult to sell. Due Dates are established and communicated to all unit owners. Therefore, any payments not received in the Turtle Cove clubhouse by the due date are considered late. After a 10-day grace period expires, unpaid condo dues, special assessments, and fines will begin to accrue interest of 18% per year as allowed by Florida Statute. Additionally, any unit owner who writes a non-sufficient fund check to the Association will be charged back all fees incurred by the Association as well as interest beginning to accrue until payment was made. The Board makes every effort to remind owners

of upcoming payments but is not required to do so. It is the owner's responsibility to meet this important financial obligation.

21. Access to Units for Emergency Purposes

For the protection of our unit owners, the board has installed a courtesy key box in the Turtle Cove office for the purpose of having a set of keys to units in Turtle Cove. Should someone have a medical emergency or if during the off-season, access is required due to a natural disaster, this could help reduce possible delays by emergency services or allow access to your unit by insurance inspectors. No one has access to this lockbox other than members of the board and the keys are not used under non-emergency situations without the express verbal or written permission of the unit owner. A coded door lock is in place to ensure limited access to the Turtle Cove office. This code is provided only to existing board members and the code is changed when necessary. This service is completely optional for the unit owner.

THE ABOVE RULES AND REGULATIONS APPLY AT THIS PERIOD IN TIME. AS CHANGES OCCUR IN LIFE AND LIFE STYLE, THE RULES AND REGULATIONS WILL NEED TO CHANGE ALSO. THE RULES AND REGULATIONS MAY BE CHANGED AS OFTEN AS NEEDED TO FIT THE TIME AND NEED OF TURTLE COVE.

ALL DECISIONS BASED ON ENFORCING THESE RULES, SHOULD THERE BE INSTANCES OF NONCOMPLIANCE, WILL BE HANDLED INDIVIDUALLY ON A CASE-BY-CASE BASIS BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS.